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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

CLRB HANSON INDUSTRIES, LLC d/b/a INDUSTRIAL PRINTING, and HOWARD STERN, on behalf of themselves and all others similarly situated, Plaintiffs, vs. GOOGLE, INC., Defendant.	Case No. C 05-03649 JW PVT

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement"), dated as of March 17, 2009, is made and entered into by and among the following parties (the "Settling Parties"), by and through their respective counsel: (1) Plaintiffs CLRB Hanson Industries, LLC d/b/a Industrial Printing, and Howard Stern (on behalf of themselves and the Class), on the one hand, and (2) Defendant Google Inc. ("Google"), on the other hand. Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in ¶¶ 1.1 - 1.35.

This Settlement Agreement is intended by the Settling Parties to fully, finally and forever

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resolve, discharge and settle the Released Claims against Google upon and subject to the terms and conditions hereof. Subject to the following terms and conditions, and subject to the approval of the Court, the above-captioned action is intended to be fully compromised and settled and shall be dismissed on the merits with prejudice.

I. THE PENDING ACTION

This is a settlement of a pending putative class action lawsuit, alleging claims for breach of contract and violations of California Business & Professional Code § 17200, *et seq.* and §17500, *et seq.*, that was filed on behalf of Google AdWords advertisers, styled *CLRB Hanson Industries, LLC d/b/a Industrial Printing, and Howard Stern v. Google, Inc.*, Case No. C 05-03649 JW PVT, pending in the United States District Court for the Northern District of California, San Jose Division.

The Representative Plaintiffs, on behalf of themselves and the Class, wish to settle their claims against Google, and Google wishes to settle such claims as well. The Representative Plaintiffs have approved the terms of this Settlement Agreement and the settlement embodied herein, and have determined this settlement to be in the best interests of the Class, and to be fair, reasonable, and adequate.

II. GOOGLE'S DENIAL OF LIABILITY

From the inception of the Litigation, Google has unequivocally contended that there is no merit to any of the claims of wrongdoing against it. Google has denied, and continues to deny, each and all claims of wrongdoing against it and continues to assert defenses thereto, and has expressly denied any wrongdoing or legal liability out of any of the conduct alleged in the Litigation. There has been no finding, presumption, or inference whatsoever of any wrongdoing of any kind on the part of Google.

III. CLAIMS OF THE REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLEMENT

Representative Plaintiffs believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims asserted. They also believe that the proposed settlement will provide, among other things, significant economic benefits to Class members. In addition, Representative Plaintiffs and Representative Plaintiffs' Counsel recognize and acknowledge the risk of any litigation, especially in complex actions such as the Litigation, as well as the difficulties and delays inherent in such litigation. Furthermore, Representative Plaintiffs and Representative Plaintiffs' Counsel are mindful of the inherent problems of proving, and possible defenses to, the claims and violations asserted in the Litigation. Based on their evaluation, Representative Plaintiffs and Representative Plaintiffs' Counsel have determined that this settlement is in the best interests of the Representative Plaintiffs and the Class.

IV. TERMS OF SETTLEMENT AGREEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Representative Plaintiffs, on behalf of themselves and the Class, and Google, by and through their respective attorneys of record, that, subject to the approval of the Court, the Released Claims shall be finally and fully compromised, settled and released, and the Litigation shall be dismissed with prejudice as to all Class Members upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

Unless otherwise defined herein, capitalized terms used in this Settlement Agreement shall have the meanings specified below:

1.1 "Active AdWords Advertiser" means any Class Member who has a balance due to Google for such advertiser's use of the AdWords program under such advertiser's AdWords contract as of the Class Member Distribution Calculation Date.

1.2 "AdWords Advertiser" means any resident of the United States who participated in Google's AdWords program at any time between January 1, 2002, to February 28, 2009.

1.3 "AdWords Credits" means the credits Google will issue to and apply to the AdWords accounts of Class Members who have a balance due to Google for their use of the AdWords program under their AdWords contract as of the Class Member Distribution Calculation Date.

1.4 "Cash Settlement Proceeds" means that portion of the Settlement Proceeds that will be distributed to Class Members in cash. "Cash Settlement Proceeds" excludes the portion of the Settlement Proceeds that is paid by Google in AdWords Credits.

1.5 "Claims Administrator" means Gilardi & Co. LLC.

1.6 "Class" or "Settlement Class" means: all persons and entities residing in the United States who have paid Google for advertising pursuant to Google's AdWords program who (a) became AdWords advertisers between June 1, 2005 and February 28, 2009, inclusive, and who were charged more than their per day Daily Budget on any day during that time period; or (b) paused their AdWords advertising campaigns on any day during the period from January 1, 2002 to February 28, 2009, inclusive, and during the same billing period when their AdWords advertising campaigns were paused, were charged more than the product of their per day Daily Budget times the number of days that such Class Members' advertising campaigns were not paused during that billing period. The Class excludes all Resellers, as defined below.

1.7 "Class Member" or "Member of the Class" means a person or entity who falls within the definition of the Class as set forth in the preceding paragraph, who does not timely and validly request exclusion from the Class.

1.8 "Class Member's Distribution" means the distribution made to each Class Member, as calculated using the Net Settlement Funds Distribution Formula: the Class Member's individual Total Overcharges, times the dollar amount of the Net Settlement Funds, divided by sum total of all Class Members' Total Overcharges.

1.9 "Class Member Distribution Calculation Date" means the date that Google calculates each Class Member's Distribution, as set forth in the Plan of Allocation.

1.10 "Court" means the United States District Court for the Northern District of California.

1.11 "Daily Budget" means the amount specified by an advertiser as the per day "daily budget" for an AdWords ad campaign.

1.12 "Effective Date" means the first date by which all of the conditions and events specified in ¶ 7.1 of this Settlement Agreement have been met and have occurred.

1.13 "Fee and Expense Application" means an application by (i) Representative Plaintiffs' Counsel for an award of attorneys' fees not to exceed $5,000,000, plus any interest earned thereon, plus reimbursement of all expenses and costs incurred in connection with prosecuting and settling the Litigation, and (ii) each Representative Plaintiff for an incentive compensation award in an amount not to exceed $20,000 for their services in the Litigation.

1.14 "Fee and Expense Award" means the amount awarded by the Court to Representative Plaintiffs and Representative Plaintiffs' Counsel pursuant to the Fee and Expense Application.

1.15 "Final" means, with respect to the Judgment, seven (7) days following the latest of:

(a) the date on which the time to file a notice of appeal from the Judgment has expired, and no appeals from the Judgment or motions with respect to the Judgment have been noticed; or

(b) the date on which the Judgment has been affirmed without material modification on appeal or review, and neither the Judgment nor such appeal or review is subject to any further review, appeal, rehearing, petition or motion; or

(c) the date on which the last appeal or certiorari petition with respect to the Judgment has been denied, dismissed or withdrawn, and neither the Judgment nor any decisions on appeal therefrom are subject to any further review, appeal, rehearing, petition or motion, and the Judgment has not been reversed, vacated or modified in any material respect, such that the Judgment represents a final and binding judgment with respect to the Litigation.

1.16 "Google" means defendant Google, Inc.

1.17 "Google's Counsel" means:

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1.18 "Judgment" means the final judgment to be entered by the Court pursuant to this Settlement Agreement.

1.19 "Litigation" means *CLRB Hanson Industries, LLC d/b/a Industrial Printing, and Howard Stern v. Google, Inc.*, Case No. C 05-03649 JW PVT, pending in the United States District Court for the Northern District of California, San Jose Division.

1.20 "Net Settlement Funds Distribution Formula" means the Class Member's individual Total Overcharges, times the dollar amount of the Net Settlement Funds, divided by sum total of all Class Members' Total Overcharges.

1.21 "Net Settlement Proceeds" means the remaining balance of the Settlement Proceeds, including all interest earned thereon, following payment of any Fee and Expense Award as allowed by the Court.

1.22 "Notice" means the notice to be disseminated to all Class members substantially in the form of Exhibit 1 to Exhibit A attached hereto, which shall include a summary description of the terms of the settlement set forth in this Settlement Agreement, and the proposed Plan of Allocation, and give notice of the Settlement Hearing.

1.23 "Order of Preliminary Approval" means the Order of the Court substantially in the form of Exhibit A attached hereto to granting preliminary approval to the settlement set forth in this Settlement Agreement, and approving of the form and manner of dissemination of the Notice.

1.24 "17200 Overcharge" means the dollar amount that a Class Member, who signed up for AdWords between June 1, 2005 and February 28, 2009, was charged by Google in excess of his, her, or its per day Daily Budget, the first month such overcharge occurred.

1.25 When used as a verb, "Overcharge" means to charge an AdWords Advertiser more than his, her, or its per day Daily Budget on any given day.

1.26 "Pausing Overcharge" means the dollar amount that Google charged a Class Member, who paused his, her, or its campaign for any amount of time in a billing period, in excess of the product of the Class Member's per day Daily Budget times the number of days that the campaign was not paused during the same billing period, at any time during the period between January 1, 2002 and February 28, 2009, inclusive.

1.27 "Plan of Allocation" means the following plan for allocating the Settlement Proceeds:

> Within ten business days of the Effective Date, Google will provide the Claims Administrator with data reflecting, separately: (1) for each Class Member who signed up for AdWords between June 1, 2005 and February 28, 2009, and who was Overcharged during that time period, an estimate of the dollar amount of the first month of 17200 Overcharges for each Class Member; and (2) for each Class Member who paused his, her or its campaign at any time between January 1, 2002 and February 28, 2009, inclusive, and who during the same billing period incurred a Pausing Overcharge, an estimate of the dollar amount of the Pausing Overcharge(s) that were incurred by each Class Member during that time period.
>
> For each category above, Google will provide the Claims Administrator with the name, email address, and mailing address, if known, for each Class Member. Google will also provide the Claims Administrator with data evidencing which Class Members are Active AdWords Advertisers and will be issued AdWords Credits.
>
> Within the same time period, Google will compute an estimate of each Class Member's Total Overcharges, as well as an estimate of the sum total

of all Class Members' Total Overcharges, and will compute each Class Member's Distribution using the Net Settlement Funds Distribution Formula, as follows:

$$\frac{\text{(Estimate of Class Member's Total Overcharges) x (Net Settlement Fund)}}{\text{sum total of Estimate of all Class Members' Total Overcharges}}$$

For each Class Member who is an Active AdWords Advertiser who has a balance due on his, her, or its AdWords account as of the Class Member Distribution Calculation Date that is equal to or greater than that Class Member's Distribution, Google will issue AdWords Credits in the amount of such Class Member's Distribution within ten business days of the Class Member Distribution Calculation Date. At the time of distribution, Google will notify each Class Member who is an Active AdWords Advertiser who has a balance due on his, her, or its AdWords account as of the Class Member Distribution Calculation Date that is less than such Class Member's Distribution that they may elect to receive cash in lieu of AdWords Credits by contacting Google via email per the instructions set forth on the Notice. Each Active AdWords Advertiser who makes such an election shall receive that portion of the Class Member's Distribution that is in excess of the balance due on his, her, or its AdWords account in cash.

The Claims Administrator will issue checks to all Class Members who are not Active AdWords Advertisers, in the amount of each Class Member's Distribution.

Google shall be responsible, at its expense, for the distribution of the Settlement Proceeds to Class Members, including all charges of the Claims Administrator and the Class Escrow Agent.

1.28 "Released Claims" means and includes any and all claims, demands, actions, causes of action, rights, offsets, suits, damages, lawsuits, liens, costs, losses, expenses or liabilities of any kind whatsoever, for any relief whatsoever, including monetary, injunctive or declaratory relief, or for reimbursement of attorneys' fees, costs or expenses, which the Representative Plaintiffs or any Member of the Class which were or could have been asserted based on the allegations set forth in the complaints filed by the Representative Plaintiffs in the Litigation, specifically including any and all claims based on a Class Member being charged more than his, her, or its Daily Budget.

1.29 "Representative Plaintiffs" means CLRB Hanson Industries, LLC d/b/a Industrial Printing, and Howard Stern.

1.30 "Representative Plaintiffs' Counsel" means:

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1.31 "Reseller" means a person or entity whose regular business activities include placing ads on Google's AdWords program on behalf of otherwise unaffiliated persons or entities.

1.32 "Settlement Proceeds" means the amount of cash and AdWords Credits described in ¶ 2.2.

1.33 "Settlement Hearing" means the hearing held by the Court to determine whether to grant final approval of the settlement set forth in this Settlement Agreement.

1.34 "Settling Parties" means Google and the Representative Plaintiffs, on behalf of themselves and the Class.

1.35 "Total Overcharges" means, for each Class Member, the sum of his, her, or its 17200 Overcharges and Pausing Overcharges, less any 17200 Overcharges that are duplicative of the Pausing Overcharges.

2. The Settlement

a. Creation of the Settlement Class

2.1 For purposes of settlement only, the Parties hereto agree to the certification of the Settlement Class, pursuant to Rule 23(b)(3) and (e) of the Federal Rules of Civil Procedure.

b. The Settlement Benefits to Class Members

2.2 Google agrees to pay $20,000,000 (the "Settlement Proceeds"), in a combination of cash and AdWords Credits, which shall be distributed pursuant to the Plan of Allocation. If such Plan of Allocation is not approved, Representative Plaintiffs' Counsel shall propose a different plan of allocation, subject to Court approval and the approval of Google's counsel, except that Representative Plaintiffs' Counsel shall have sole discretion as to whether and to what extent any distributions take the form of cash or credits, after taking into consideration Google's Counsel's opinion. The payment of the Settlement Proceeds by Google to the Claims Administrator will fully and finally resolve all Released Claims against Google. The Settlement Proceeds, which are inclusive of any Fee and Expense Award, shall be distributed by Google (with respect to the AdWords Credits) and the Claims

Administrator in accordance with the terms of this Settlement Agreement and in accordance with the orders of the Court entered pursuant to this Settlement Agreement.

2.3 Within 10 business days of the execution of this Settlement Agreement, Google will place an amount equal to the total amount of the Settlement Proceeds into an interest bearing escrow account with US Bank (the "Class Escrow Agent"), where it will remain until the Effective Date. All interest earned on the funds deposited into the escrow account will be added to and become part of the Settlement Proceeds and will be distributed to Class Members, the Representative Plaintiffs and Representative Plaintiffs' Counsel upon the Effective Date. The Settlement Proceeds will not be used to pay any costs or expenses incurred by Google or the Claims Administrator incurred in connection with identifying Class members, providing Notice to the Class, or distributing the Settlement Proceeds to Class Members. Google will be responsible for all such fees and costs over and above the amount of the Settlement Proceeds.

c. Termination of Settlement

2.4 In the event that this Settlement Agreement is not approved, or is terminated, canceled, or fails to become effective for any reason, including, without limitation, in the event that the Judgment is reversed, materially modified, or vacated following any appeal taken therefrom, Google shall have no obligations hereunder, including no obligation to transfer the Settlement Proceeds to the Class members, and all funds deposited by Google into the Escrow account will be refunded to Google, including all interest earned thereon. Google will not be entitled to seek reimbursement of any costs incurred in notifying Class members or performing any tasks set forth in this Settlement Agreement.

3. Order of Preliminary Approval and Settlement Hearing

3.1 Promptly after execution of this Settlement Agreement, the Settling Parties shall submit this Settlement Agreement together with its Exhibits to the Court and shall jointly apply for entry of the Order of Preliminary Approval granting, *inter alia*, preliminary approval of the settlement set forth in this Settlement Agreement, including the certification of a class for settlement purposes as defined herein, and approval of the mailing and publication of the Notice. The Settling Parties shall use their reasonable efforts to schedule a hearing for preliminary approval of the settlement as soon as practical, subject to the convenience of the Court and the Settling Parties.

3.2 Google shall be responsible, at its expense, for giving notice of the settlement to the Class and shall use reasonable efforts to identify Class members and to notify them of the settlement, via e-mail address if known, or by U.S. postal mail if there is no known or working e-mail address. Google will also publish a summary notice of the proposed settlement in *The Wall Street Journal* and *USA Today*, in the form attached hereto as Exhibit 2 to Exhibit A of this Settlement Agreement. A copy of the Notice shall also be displayed on a website established by Google. Google shall bear the entire cost of Notice and publication, and no cost of Notice shall be paid out of the Settlement Proceeds. Upon the Effective Date, the Representative Plaintiffs and Class Members shall be bound by this Settlement Agreement and all of their claims shall be dismissed with prejudice and released, even if they did not receive actual notice of the Litigation or the settlement. At or before the Final

Hearing Date, Google shall file with the Court a declaration verifying that the Court-approved notices have been disseminated in accordance with the orders of the Court.

3.3 The Parties agree that they will request the Court to enter, after the Settlement Hearing, a judgment substantially in the form of attached Exhibit B. The judgment will provide that the settlement set forth in this Settlement Agreement is fair, reasonable and adequate, and in the best interest of the Class. The Judgment will require the Parties to carry out the provisions of this Settlement Agreement and will:

(i) dismiss all claims asserted against Google in the Litigation with prejudice;

(ii) declare that the Representative Plaintiffs and all Class members are bound by the Released Claims set forth in ¶ 4 of this Settlement Agreement;

(iii) enjoin the Representative Plaintiffs and all Class members from prosecuting any Released Claims against Google; and

(iv) reserve continuing jurisdiction over the construction, interpretation, implementation and enforcement of this Settlement Agreement and over the administration and distribution of Settlement Proceeds.

3.4 Requests by Class Members for exclusion from the class shall be required to be submitted so they are actually received by the Claims Administrator no later than the date specified in the Order of Preliminary Approval. Any requests for exclusion from the Class must be in writing and must include the name, email address, account number and mailing address of the person seeking to opt out, the dates that the person was an AdWords Advertiser, and a statement that the person wishes to opt out of the Class. Each Class Member who does not submit a request for exclusion substantially in compliance with this paragraph such that they are actually received by the Claims Administrator no later than the date specified in the Order of Preliminary Approval shall be included in the Class. The Claims Administrator shall forward all requests for exclusion or objections received by them to Representative Plaintiffs' Counsel and Google's Counsel so that they are actually received no later than the date specified in the Order of Preliminary Approval. For purposes of determining timeliness, an opt out request shall be deemed to have been submitted when received by the Claims Administrator. The originals of any opt out requests shall be maintained by the Claims Administrator.

3.5 In the event members of the class with claims collectively totaling more than 5% of the Total Overcharges of all Class Members timely and validly request exclusion pursuant to ¶ 3.4, Google will have the option of terminating the Settlement Agreement by notifying Representative Plaintiffs' Counsel in writing within five (5) days after receiving copies of the opt out notices from the Claims Administrator pursuant to ¶ 3.4, and by providing documentation to Representative Plaintiffs' Counsel of the following: (1) for those members of the class electing to opt out ("Opt Outs") who signed up for AdWords between June 1, 2005 and February 28, 2009, who were charged by Google in excess of their per day Daily Budget, the dollar amount of such overcharges for the first month such overcharges occurred; (2) for those Opt Outs who paused their campaign at any time between January 1, 2002 and February 28, 2009, inclusive, and who during the same billing period were charged in excess of the product of their per day Daily Budget times the number of days that their campaigns were not paused, the dollar amount of such overcharges; and (3) the sum total of all Class Members' Total Overcharges. In the event Google makes such an election, the provisions of ¶ 7.4 shall apply.

3.6 Any objection to the settlement set forth in this Settlement Agreement shall be filed with the Court and served on Representative Plaintiffs' Counsel and Google's Counsel so that it is received no later than the date specified in the Order of Preliminary Approval. Any such objection shall include all briefs or other papers to be considered by the Court, and must include the name and address of the person and the dates that the person was an AdWords Advertiser.

4. Releases

4.1 Upon the Effective Date, the Representative Plaintiffs and all Class members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against Google, and any and all right, title, or interest of Google in or to the Settlement Proceeds shall be absolutely and forever extinguished and Google shall be deemed to have, and by operation of the Judgment shall have fully, finally, and forever released the Representative Plaintiffs from all claims that Google has or may have against them, their affiliates, employees, or members as of February 28, 2009.

4.2 The Court shall retain jurisdiction to enforce the judgment, releases, and bar to suits contemplated by the Settlement.

5. Administration and Calculation of Claims, Final Awards and Supervision and Distribution of Settlement Proceeds

5.1 Within ten business days after the Effective Date (the "Class Member Distribution Calculation Date"), Google will provide the Claims Administrator with data reflecting, separately: (1) for each Class Member who signed up for AdWords between June 1, 2005 and February 28, 2009, and who was Overcharged during that time period, an estimate of the dollar amount of the first month of 17200 Overcharges for each Class Member; and (2) for each Class Member who paused his, her or its campaign at any time between January 1, 2002 and February 28, 2009, inclusive, and who during the same billing period incurred a Pausing Overcharge, an estimate of the dollar amount of the Pausing Overcharge(s) that were incurred by each Class Member during that time period. For each of these categories, Google will provide the Claims Administrator with the name, email address, and mailing address, if known, for each Class Member. Google will also within the same time period calculate each Class Member's Distribution and provide the results of such calculations to the Claims Administrator, and shall provide the Claims Administrator with data evidencing which Class Members are Active AdWords Advertisers and will be issued AdWords Credits and which Active AdWords Advertisers affirmatively elected to receive cash in lieu of AdWords Credits.

5.2 Within ten business days after the Effective Date (the "Date of Distribution"), the Class Escrow Agent shall transfer (a) the Net Settlement Proceeds to the Claims Administrator, who will distribute the balance of the Cash Settlement Proceeds to Class Members in accordance with the Plan of Allocation approved by the Court; and (b) if and to the extent allowed by the Court, the Fee and Expense Award to Wolf Popper LLP, by wire transfer, pursuant to instructions given by Representative Plaintiffs' Counsel.

5.3 Upon the Effective Date and thereafter, and in accordance with the terms of this Settlement Agreement, the Plan of Allocation, or further orders of the Court, the Claims Administrator shall distribute the Cash Settlement Proceeds, and Google shall distribute and apply the AdWords Credits to Class Members who are Active AdWords Advertisers who did not elect to receive cash, subject to and in accordance with the Plan of Allocation to be described in the Notice and approved by the Court. The Claims Administrator shall oversee distribution of the Cash Settlement Proceeds to Class Members. Google shall pay all costs and fees of the Claims Administrator and the Class Escrow Agent. Google shall distribute and apply the AdWords Credits pursuant to the Plan of Allocation, and shall be responsible for all costs and fees incurred associated with such distribution.

5.4 Within five business days of receiving evidence that Google has distributed and applied the AdWords Credits to Active AdWords Advertisers who did not elect to receive their distribution in cash per the Plan of Allocation, the Claims Administrator shall transfer to Google the dollar amount of such AdWords Credits. All interest earned on such funds shall be added to the Cash Settlement Proceeds. Under no circumstances will any portion of the Settlement Proceeds revert to Google.

5.5 Six (6) months from the Date of Distribution, Google shall file a report to the Court describing (a) the amount of AdWords Credits issued to and used by Class Members who are Active AdWords Advertisers; (b) the amount of the Cash Settlement Proceeds issued to and cashed by Class Members; and (c) the amount of the Cash Settlement Proceeds that remains undistributed, whether by reason of uncashed check or otherwise. If the remaining Cash Settlement Proceeds and unused AdWords Credits after six (6) months from the date of distribution of the Cash Settlement Proceeds (whether by reason of uncashed checks or otherwise) exceed $200,000.00, Google shall propose a reallocation of such balance among Class Members in an equitable manner, to be approved by the Court. Representative Plaintiffs' Counsel shall propose to the Court that any remaining balance less than $200,000.00, or any remaining balance after the second distribution, be delivered and conveyed to a charitable organization or organizations which are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code and which do not have any relationship to Google within the meaning of Treas. Reg. § 1.468B-1(d)(2).

5.6 The Claims Administrator shall be obligated to withhold from distribution to Representative Plaintiffs or Class Members, any amount necessary to pay taxes and tax expenses, including the establishment of adequate reserves therefor, and any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(l)(2); neither Google nor Google's Counsel is responsible, nor shall they have any liability with respect to such amounts. The Settlement Proceeds shall be deemed to be a Qualified Settlement Fund under the Internal Revenue Code and applicable regulations.

6. Representative Plaintiffs' Counsel's Attorneys' Fees and Reimbursement of Expenses

6.1 The Representative Plaintiffs or Representative Plaintiffs' Counsel may submit the Fee and Expense Application for distributions to them from the Settlement Proceeds. Google will not object to the Fee and Expense Application if the attorneys' fees sought by Representative Plaintiffs' Counsel do not exceed

$5,000,000, plus interest, plus reimbursement of all expenses and costs incurred in connection with prosecuting the Litigation, not to exceed $250,000, and incentive compensation awards to the Representative Plaintiffs in an amount not to exceed $20,000 each.

6.2 The Fee and Expense Award shall be paid from the Settlement Proceeds, as set forth herein and as ordered, within ten (10) business days after the Effective Date.

6.3 In the event that the Court has not yet ruled on a Fee and Expense Application as of the Effective Date, then the total amount of all fees and expenses requested in any and all outstanding Fee and Expense Applications, plus any interest earned thereon, shall remain in the interest bearing escrow account, and the amount of the Cash Settlement Proceeds to be distributed to Class Members on the Effective Date in accordance with the Plan of Allocation shall be reduced by the total amount of all fees and expenses requested in any and all outstanding Fee and Expense Applications, plus all interest earned thereon, and such amount shall be maintained in the escrow account for payment of any eventual Fee and Expense Award. If the Fee and Expense Award ultimately awarded by the Court is less than the amount that has been maintained as part of the Settlement Proceeds for payment of such award, then any remaining balance of the Settlement Proceeds shall be promptly distributed to Class Members and other authorized persons in accordance with the Plan of Allocation.

6.4 The procedure for and the allowance or disallowance by the Court of the Fee and Expense Application are not part of the settlement set forth in this Settlement Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the settlement set forth in this Settlement Agreement. Any order or proceedings relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Settlement Agreement, to delay the approval or consummation of the settlement, or to affect or delay the finality of the Judgment approving this Settlement Agreement and the settlement of the Litigation set forth herein.

6.5 Google shall have no responsibility for, and no liability whatsoever with respect to, the allocation of the Fee and Expense Award among the Representative Plaintiffs, Representative Plaintiffs' Counsel or any other Person who may assert some claim thereto, or any Fee and Expense Award that the Court may make in the Litigation.

7. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination, Effective Date

7.1 The Effective Date of this Settlement Agreement shall be the first date by which all of the following events have occurred:

(a) The Court has entered orders granting preliminary approval of this Settlement Agreement and approving the form of Notice;

(b) Google has made the Class Settlement Payment as provided above;

(c) The Court has entered the Judgment; and

(d) The Final Judgment has become final.

7.2 Upon the occurrence of all of the events referenced in ¶ 7.1 above, any and all remaining interest or right of Google to the Settlement Proceeds, if any, shall be absolutely and forever extinguished.

7.3 If all of the conditions specified in ¶ 7.1 are not met, then this Settlement Agreement shall be cancelled, and the Settling Parties shall proceed in accordance with the provisions of ¶¶ 7.4.

7.4 In the event that this Settlement Agreement shall terminate or be cancelled, or shall not become effective for any reason, then the Settlement Proceeds, plus all interest earned thereon, shall remain the sole property of Google and shall be promptly returned to Google. Google will not be entitled to seek reimbursement of any costs incurred by it or by the Claims Administrator for performing any tasks set forth in this Settlement Agreement.

7.5 Upon the Effective Date or as soon as practicable thereafter, but in no event later than four (4) business days thereafter, Representative Plaintiffs' Counsel shall provide written notice of the occurrence of the Effective Date and the reasons Representative Plaintiffs' Counsel believes the Effective Date has occurred by facsimile transmission, electronic mail, or overnight mail to Google's Counsel.

7.6 If, after receipt of notice of the occurrence of the Effective Date from Representative Plaintiffs' Counsel, Google believes that the Effective Date has not occurred, Google shall, within six (6) business days after receipt of the notice by Google's Counsel, notify Representative Plaintiffs' Counsel in writing of Google's position that the Effective Date has not occurred and the basis for that position.

7.7 If the Settling Parties disagree as to the occurrence of the Effective Date, then they hereby agree to negotiate in good faith to resolve any such disagreement informally. In the event that the parties are unable to resolve such disagreement through informal means within fourteen (14) business days after the provision of notice of such disagreement, any party may move the Court for a determination thereof.

8. **Miscellaneous Provisions**

8.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Representative Plaintiffs and Representative Plaintiffs' Counsel and Google each represent and warrant that they have not made, nor will they (a) attempt to void this Settlement Agreement in any way, or (b) solicit, encourage, or assist in any fashion any effort by any person (natural or legal) to object to the settlement under this Settlement Agreement.

8.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them. The settlement shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. Additionally, neither this settlement, nor the consent of Google to class certification pursuant to this Settlement Agreement, shall be admissible into evidence or considered by any court in connection with a proceeding relating to whether a class should be certified in any litigation. Each of the Settling Parties represents that it has no reason not to believe that during the course of the Litigation, the parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure. The Settling Parties agree that the amount of the Settlement Proceeds and the other terms of the settlement were negotiated in good faith by the

Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

8.3 Neither this Settlement Agreement, nor any term or provision of the settlement, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the settlement, nor any negotiations or communications relating to the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Google; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Google in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Google may file this Settlement Agreement and Final Judgment in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

8.4 Any notice given pursuant to this Settlement Agreement shall be deemed effective if sent by fax, email, or overnight courier to the relevant party as follows:

For Google:

DAVID T. BIDERMAN
PERKINS COIE LLP
Four Embarcadero Center, Suite 2400
San Francisco, CA 94111-4131
Facsimile: (415) 344-7050
email: dbiderman@perkinscoie.com

DARALYN DURIE
Durie Tangri Lemley Roberts & Kent
332 Pine Street, Suite 200
San Francisco, CA 94104
Facsimilie: (415) 236-6300

email: ddurie@durietangri.com

For Representative Plaintiffs:

LESTER L. LEVY
MICHELE FRIED RAPHAEL
WOLF POPPER LLP
845 Third Avenue
New York, NY 10022
Facsimile: (212) 486-2093
E-mail: llevy@wolfpopper.com
E-mail: mraphael@wolfpopper.com

MARC M. SELTZER
SUSMAN GODFREY L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067-6029
Facsimile: (310) 789-3150
E-mail: mseltzer@susmangodfrey.com

STEPHEN D. SUSMAN
SUSMAN GODFREY L.L.P.
1000 Louisiana Street, Suite 5100
Houston, TX 77002
Facsimilie: (713) 654-6670
E-mail: ssusman@susmangodfrey.com

RACHEL S. BLACK
SUSMAN GODFREY L.L.P.
1201 Third Avenue, Suite 3800
Seattle, WA 98101
Telephone: (206) 516-3880
E-mail: rblack@susmangodfrey.com

8.5 All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

8.6 This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

8.7 This Settlement Agreement and the Exhibits attached hereto constitute the entire agreement between Google, on the one hand, and the Representative Plaintiffs and the Class Members, on the other hand, and no representations, warranties or inducements have been made to any party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own costs.

8.8 Representative Plaintiffs' Counsel are expressly authorized by the Representative Plaintiffs, on behalf of the Class, to take all appropriate action required or permitted to be taken by the Class pursuant to this Settlement Agreement to effectuate its terms and also is expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Class which it deems appropriate.

8.9 All signatories to this Settlement Agreement or any of its Exhibits hereby warrant that they have the authority to do so.

8.10 This Settlement Agreement may be executed in facsimile or by email and in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument.

8.11 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

8.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

8.13 In the event that any court is called upon to interpret this Settlement Agreement or any of the Exhibits hereto, no one party or group of parties shall be deemed to have drafted this Settlement Agreement or its Exhibits.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys, dated as of the 17th day of March, 2009.

LESTER L. LEVY
MICHELE FRIED RAPHAEL
WOLF POPPER LLP

STEPHEN D. SUSMAN
SUSMAN GODFREY L.L.P.

MARC M. SELTZER
SUSMAN GODFREY L.L.P.

RACHEL S. BLACK
DANIEL J. SHIH
SUSMAN GODFREY L.L.P.

SUSMAN GODFREY L.L.P.

By: ____________________
Stephen D. Susman

WOLF POPPER LLP

By: ____________________
Lester L. Levy

Attorneys for Plaintiffs CLRB Hanson Industries, LLC and Howard Stern

DAVID T. BIDERMAN
TIMOTHY J. FRANKS
M. CHRISTOPHER JHANG
FARSCHAD FARZAN
PERKINS COIE LLP

DARALYN DURIE
DURIE TANGRI LEMLEY ROBERTS & KENT

By:______________________________

Attorneys for Defendant Google, Inc.

GOOGLE, INC.

By:______________________________

Its ______________________________

DARALYN DURIE
DURIE TANGRI LEMLEY ROBERTS & KENT

By:__________________________________

Attorneys for Defendant Google, Inc.

GOOGLE, INC.

By:__________________________________

Its __________________________________

EXHIBIT A
To
Settlement Agreement
and Release

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

CLRB HANSON INDUSTRIES, LLC d/b/a INDUSTRIAL PRINTING, and HOWARD STERN, on behalf of themselves and all others similarly situated, Plaintiffs, vs. GOOGLE, INC., Defendant.	Case No. C 05-03649 JW PVT **[PROPOSED] ORDER CERTIFYING SETTLEMENT CLASS AND GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Hearing: _______________, 2009 Time: Dept.: Courtroom 8 Judge: Hon. James W. Ware

WHEREAS:

A. Plaintiffs CLRB Hanson Industries, LLC and Howard Stern, on behalf of themselves and the Class (as defined below) and defendant Google Inc. ("Google") in the above-titled action, all by and through their respective counsel, have entered into a settlement (the "Settlement") of the claims asserted in the Action, the terms of which are set forth in the Settlement Agreement and Release (the "Settlement Agreement") filed with the Court;

B. The parties to the Action have moved pursuant to Rule 23 of the Federal Rules of Civil Procedure for an order certifying the Settlement Class and for an Order preliminarily approving the

Settlement in accordance with the Settlement Agreement and providing notice to the Class; and

C. The Court having read and considered the Settlement Agreement and the motion for preliminary approval thereof, the proposed Notice to be sent to the Class, the proposed Summary Notice, and the proposed form of Final Judgment, and finding that there exist substantial and sufficient grounds for entering this Order and good cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court, for purposes of this Order, adopts the definitions set forth in the Agreement.

2. The Litigation shall be maintained as a class action for the purposes of settlement with the named Plaintiffs in the Litigation as class representatives and their counsel as class counsel, pursuant to Rule 23 of the Federal Rules of Civil Procedure. The Settlement Class (the "Class") is defined as set forth in the Agreement. The Court determines that the requirements of Rules 23(a) and 23(b) of the Federal Rules of Civil Procedure are satisfied as to the above defined Class.

3. The Court preliminarily approves: (a) the Settlement of the Action on the terms set forth in the Settlement Agreement, as being fair, just, reasonable and adequate as to the Class, and (2) the proposed Plan of Allocation described in the Notice, as being fair and reasonable, subject to the right of any member of the Class to exclude himself, herself, or itself from the Class and the Settlement in accordance with the terms set forth in the Settlement Agreement, or to challenge the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, or the fairness of Representative Plaintiffs' Counsel's Fee and Expense Application, and to show cause, if any exists, why, upon the Effective Date, the Action should not be deemed dismissed with prejudice and without costs based on the Settlement Agreement after due and adequate notice to the Class has been given in conformity with this Order.

4. A Settlement Hearing shall be held before this Court on ____________________, 2009, at ______ in Courtroom 8, at the United States Courthouse, located at 280 South First Street,

San Jose, California 95113: (a) to determine whether the proposed Settlement is fair, reasonable and adequate to the Class and should be approved, and whether final judgment should be entered dismissing the Action as to all claims asserted therein, against Google on the merits, with prejudice, and without costs; (b) to consider the Fee and Expense Application of Representative Plaintiffs' Counsel; and (c) to reserve jurisdiction to effectuate and enforce the Settlement.

5. Google shall cause notice of the proposed Settlement, the Settlement Hearing, and the Fee and Expense Application to be provided to members of the class as follows:

i. On or before ________________, 2009, Google shall send via e-mail address if known, or by U.S. mail if there is no known or working e-mail address, the Notice of Pendency and Proposed Settlement of Class Action and Settlement Hearing (the "Notice"), substantially in the form annexed hereto as Exhibit 1, to all members of the Class.

ii. No later than one week after the mailing of the Notice, Google shall post the Notice on a website established by Google for this purpose, until the date of the Settlement Hearing; and

iii. A Summary Notice of Pendency and Proposed Settlement of Class Action and Settlement Hearing (the "Summary Notice"), substantially in the form annexed hereto as Exhibit 2, shall be published once in *The Wall Street Journal* and *USA Today*, within one week after the mailing of the Notice.

6. The Court approves the form and content of the Notice and Summary Notice, and finds that the procedures established for publication, mailing and distribution of such notices substantially in the manner and form set forth in Paragraph 5 of this Order meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitute the best notice practicable under the circumstances, including individual notice to those members of the Class who can be identified through the exercise of reasonable effort.

7. The costs of notification of the Class of the Settlement, including printing, mailing and publication of all required notices, shall be paid by Google.

8. Fifteen (15) days before the date fixed by this Court for the Settlement Hearing, Google shall cause to be filed with the Clerk of this Court affidavits or declarations of the person or persons under whose general direction the dissemination and mailing of the Notice and the publication of the Summary Notice shall have been made, showing that such dissemination, mailing and publication have been made in accordance with this Order.

9. Representative Plaintiffs' Counsel may retain Gilardi & Co., LLC to be the Claims Administrator. Google must pay the Claims Administrator's reasonable and customary fees and costs associated with administration of the Settlement. The Claims Administrator is authorized and directed to prepare any tax returns required to be filed on behalf of the Settlement Proceeds and cause any taxes due and owing to be paid from the Settlement Proceeds.

10. Upon the Effective Date of the Settlement, each member of the Class will be bound by the Settlement provided for in the Settlement Agreement, and by any judgment or determination of the Court affecting the Class, unless such member shall submit, by first-class mail so that it is actually received by the Claims Administrator no later than _________________, 2009, a written request for exclusion from the Class. The Claims Administrator shall forward all requests for exclusion or objections received by it to Representative Plaintiffs' Counsel and Google's Counsel so that they are actually received no later than _______________, 2009. Any request for exclusion from the Class must be in writing and must include the name, email address, AdWords account number, and mailing address of the person or entity seeking to request exclusion, the dates that the person or entity was an AdWords Advertiser, and a statement that the person or entity wishes to be excluded from the Class, and must be signed by or on behalf of the person or entity so requesting exclusion. A request for exclusion shall not be effective unless it is made in the manner and within the time set forth in this

paragraph. If a member of the Class requests to be excluded, that person or entity will not receive any benefits provided by the Settlement Agreement, in the event it is approved by the Court, or participate further in the Action. Any Class member who does not request exclusion in the manner provided for herein may, but need not, enter an appearance in this Action at his own cost through counsel of his or her own choice. If a Class Member does not enter an appearance, such Class Member will be represented by Representative Plaintiffs' Counsel in the Action as set forth in the Settlement Agreement.

11. Any member of the Class who has not requested exclusion from the Class may appear at the Settlement Hearing to show cause (1) why the proposed Settlement should or should not be approved as fair, reasonable and adequate; (2) why a judgment should or should not be entered thereon; (3) why the proposed Plan of Allocation should not be approved; or (4) why the Fee and Expense Application should or should not be approved; provided, however, that no Class Member shall be heard or entitled to contest the approval of terms and conditions of the proposed Settlement, the Order and Final Judgment to be entered approving the same, the Plan of Allocation, or the Fee and Expense Application, unless on or before ______________________, 2009, that Class Member has served by hand or by first-class mail written objections and copies of all briefs or other papers (which must contain proof of the dates that the person was an AdWords Advertiser) upon Representative Plaintiffs' Counsel at the following addresses:

LESTER L. LEVY
WOLF POPPER LLP
845 Third Avenue
New York, NY 10022

RACHEL S. BLACK
SUSMAN GODFREY L.L.P.
1201 Third Avenue, Suite 3800
Seattle, WA 98101

and upon counsel for Google:

DARALYN DURIE
Durie Tangri Lemley Roberts & Kent
332 Pine Street, Suite 200
San Francisco, CA 94104

and has filed said objections, papers and briefs, showing due proof of service upon Representative Plaintiffs' Counsel and counsel for Google with the Clerk of the Court.

12. Any Member of the Class who does not object in the manner provided shall be deemed to have waived any such objection, and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the proposed Settlement, the Final Judgment to be entered approving the Settlement, the Plan of Allocation, or the Fee and Expense Application.

13. The Court may adjourn the Settlement Hearing without any further notice to the Class other than an announcement made at the time and place designated for the Settlement Hearing, or any adjournment thereof, and to approve the Settlement Agreement with such modifications as may be approved by the parties and without further notice to the Class. The Court retains jurisdiction of this Action to consider all further applications arising out of, or connected with the proposed Settlement.

14. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the Settlement, including, but not limited to, disputes regarding the validity of any claim or right of any person to participate in the distribution of the Settlement Proceeds, shall be under the authority of the Court. The parties to this Settlement, counsel herein in any capacity in which they may act hereunder, and any employees or agents of such law firms or the parties to the Settlement (including, without limitation, those employees who may furnish services in connection with the proposed Settlement), shall not be liable for anything done or omitted to be done in connection with the proposed Settlement and the orders of the Court entered pursuant thereto.

15. The parties to the Settlement Agreement are directed to carry out their obligations under the terms of the Settlement Agreement.

16. In the event that the Settlement is terminated, canceled, rejected or is not approved by the Court, or in the event that the Court enters the Final Judgment and it is vacated or modified on appeal in a material way, or if the Effective Date for any other reason does not occur, the proposed Settlement and any actions to be taken in connection therewith shall be vacated and terminated and shall become null and void for all purposes, and all negotiations, transactions and proceedings connected with it (a) shall be without prejudice to the rights of any party hereto; (b) shall not be deemed or construed as evidence or an admission by any party of any fact, matter or thing; and (c) shall not be admissible in evidence or used for any purpose in any subsequent proceeding in the Action or any other action or proceeding in this or any other forum, judicial, administrative or otherwise, except in a proceeding to approve, enforce or otherwise effectuate the Settlement or any agreement or order relating thereto, except that Google shall remain responsible for all fees and costs incurred by it or by the Claims Administrator in connection with identifying Class members, providing notice to the Class, administering the Settlement, or distributing the Settlement Proceeds to Class Members and will not be entitled to seek reimbursement of any such fees and costs.

17. In the event that the events contemplated by the Settlement Agreement, including the Effective Date, shall occur, the Settlement and any actions to be taken in connection therewith shall not be deemed or construed as evidence or an admission by any party of any fact, matter or thing and shall not be admissible as evidence or used for any purpose in any proceedings in this or any other forum, judicial, administrative, or otherwise, except in connection with proceedings to enforce the Settlement.

Dated: ___________________, 2009 ____________________________________

James W. Ware
UNITED STATES DISTRICT JUDGE

EXHIBIT 1
To
Proposed Order
Granting Preliminary
Approval

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

CLRB HANSON INDUSTRIES, LLC d/b/a INDUSTRIAL PRINTING, and HOWARD STERN, on behalf of themselves and all others similarly situated, Plaintiffs, vs. GOOGLE, INC., Defendant.	Case No. C 05-03649 JW PVT

NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF CLASS ACTION AND SETTLEMENT HEARING

TO: ALL PERSONS OR ENTITIES RESIDING IN THE UNITED STATES WHO HAVE PAID GOOGLE FOR ADVERTISING PURSUANT TO GOOGLE'S ADWORDS PROGRAM WHO (A) BECAME ADWORDS ADVERTISERS BETWEEN JUNE 1, 2005 AND FEBRUARY 28, 2009, INCLUSIVE, AND WHO WERE CHARGED MORE THAN THEIR PER DAY DAILY BUDGET ON ANY DAY DURING THAT TIME PERIOD; OR (B) PAUSED THEIR ADWORDS ADVERTISING CAMPAIGNS ON ANY DAY DURING THE PERIOD FROM JANUARY 1, 2002 TO FEBRUARY 28, 2009, INCLUSIVE, AND DURING THE SAME BILLING PERIOD WHEN THEIR ADWORDS ADVERTISING CAMPAIGNS WERE PAUSED, WERE CHARGED MORE THAN THE PRODUCT OF THEIR PER DAY DAILY BUDGET TIMES THE NUMBER OF DAYS THAT SUCH CLASS MEMBERS' ADVERTISING CAMPAIGNS WERE NOT PAUSED DURING THAT BILLING PERIOD

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO RECEIVE BENEFITS PURSUANT TO THE PROPOSED SETTLEMENT DESCRIBED HEREIN.

EXCLUSION DEADLINE: REQUESTS FOR EXCLUSION FROM THE CLASS MUST CONTAIN THE INFORMATION SET FORTH BELOW AND BE ACTUALLY RECEIVED BY THE CLAIMS ADMINISTRATOR ON OR BEFORE ______________________, 2009.

I. SUMMARY OF SETTLEMENT AND RELATED MATTERS

A. Purpose of this Notice

This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the Court, dated _______________, 2009. The purpose of this Notice is to inform you that the above-entitled action ("the Action") has been certified as a class action and of the terms of a proposed settlement of the Action. This Notice describes rights you may have under the proposed settlement and what steps you may take in relation to this litigation. This Notice is not an expression of any opinion by the Court as to the merits of any claims or any defenses asserted by any party in this litigation, or the fairness or adequacy of the proposed settlement.

B. Statement of Recovery to the Class

Pursuant to the settlement described herein, $20,000,000, in a combination of cash and AdWords Credits, have been created for the benefit of the Class. These funds have been placed in an interest-bearing escrow account.

A Class member's distribution from the net Settlement Fund will be determined by a Plan of Allocation to be approved by the Court. An explanation of how each Class member's distribution will be calculated for purposes of the settlement is set forth in the proposed Plan of Allocation which is summarized in Part VI of this Notice below.

C. Statement of Potential Outcome of the Case

Google has denied, and continues to deny, each and all claims of wrongdoing against it and continues to assert defenses thereto, and has expressly denied any wrongdoing or legal liability out of any of the conduct alleged in the Action. Google denies that Representative Plaintiffs or the Class have suffered any damages or are entitled to any restitution. Representative Plaintiffs considered that there was a substantial risk that they and the Class might not have prevailed on their claims and that there were risks that they and the Class could have recovered substantially less than the settlement amount, if the case had been litigated to judgment.

The settlement was reached only after the parties conducted arduous arm's-length negotiations over a period of two months. Representative Plaintiffs' Counsel have determined that the settlement was fair, reasonable and adequate and in the best interest of the Class.

D. Statement of Attorney's Fees and Expenses and Representative Plaintiffs' Incentive Compensation Awards Sought

Representative Plaintiffs' Counsel for the Class intend to apply for: attorneys' fees of not more than $5,000,000, plus a proportionate share of the interest earned on the Settlement Proceeds, for reimbursement of expenses incurred in connection with the prosecution and settlement of this litigation, not to exceed $250,000; and for an incentive compensation award to the two Representative Plaintiffs, not to exceed $20,000 each.

E. Further Information

Further information regarding the litigation and this Notice may be obtained by contacting Representative Counsel for the Class:

LESTER L. LEVY
WOLF POPPER LLP
845 Third Avenue
New York, NY 10022

RACHEL S. BLACK
SUSMAN GODFREY L.L.P.
1201 Third Avenue, Suite 3800
Seattle, WA 98101

MARC M. SELTZER
SUSMAN GODFREY L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067-6029

II. NOTICE OF SETTLEMENT HEARING

NOTICE IS HEREBY GIVEN, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California (the "Court") dated ______________, 2009, that a hearing ("Settlement Hearing") will be held by the Court on _______________ 2009 at _____ __.m., at the United States Courthouse, 280 South 1st Street, San

Jose, California, 95113. The purpose of the Settlement Hearing will be, among other things: (1) to determine whether the proposed Settlement Agreement is fair, reasonable and adequate to the Class and should be approved by the Court and, therefore, whether the Action should be dismissed on the merits and with prejudice, and (2) to consider the reasonableness of an application by Representative Plaintiffs' Counsel for payment of attorney's fees and reimbursement of costs and expenses incurred in connection with the Action and for incentive compensation award to the Representative Plaintiffs.

The Court has certified a Settlement Class defined as: all persons and entities residing in the United States who have paid Google for advertising pursuant to Google's AdWords program who (a) became AdWords advertisers between June 1, 2005 and February 28, 2009, inclusive, and who were charged more than their per day Daily Budget on any day during that time period; or (b) paused their AdWords advertising campaigns on any day during the period from January 1, 2002 to February 28, 2009, inclusive, and during the same billing period when their AdWords advertising campaigns were paused, were charged more than the product of their per day Daily Budget times the number of days that such Class Members' advertising campaigns were not paused during that billing period. Excluded from the Class are Resellers, defined as persons or entities whose regular business activities include placing ads on Google's AdWords program on behalf of otherwise unaffiliated persons or entities.

III. BACKGROUND OF THE ACTION

AdWords is a global advertising program offered by Google. This Action concerns Google's billing practice for its AdWords program.

On May 4, 2006, Representative Plaintiffs filed their Second Amended Class Action Complaint, which is the operative complaint in the Action, which alleges five causes of action: (1) Breach of Contract; (2) Breach of the Implied Covenant of Good Faith and Fair Dealing; (3) Violations of Cal. Bus. & Prof. Code § 17200, *et seq*. ("UCL"); (4) Violation of Cal. Bus. & Prof. Code § 17500, *et seq.* ("FAL"); and (5) Unjust Enrichment. In their Complaint, the Representative Plaintiffs sought damages, restitution, and injunctive relief to remedy Google's practice of (1) charging its AdWords advertisers up to 120% of their per day daily budget on any given day

(Plaintiffs' "120% claims"); and (2) charging AdWords customers who paused their campaigns more than their per day Daily Budget times the number of days their campaigns were not paused during the billing period (Plaintiffs' "pausing claims").

Google filed four separate motions for partial summary judgment. The Court dismissed the Representative Plaintiffs' Second and Fifth Causes of action for breach of the implied covenant of good faith and fair dealing and unjust enrichment. Google also successfully argued that its practice of charging AdWords Advertisers up to 120% of their daily budget on any given day does not, in and of itself, constitute breach of contract. The Court held that triable issues of fact existed as to whether Google's practice of charging up to 120% of an AdWords Advertiser's per day Daily Budget violates the UCL and FAL and whether Google's pre-September 2006 pausing practices constitute a breach of contract.

IV. BACKGROUND OF THE SETTLEMENT

Google has denied all claim of wrongdoing or liability in the Action. The Settlement Agreement is not and shall not be construed or deemed to be evidence or an admission or a concession on the part of Google of any fault or liability or damages whatsoever, and Google does not concede any infirmity in the defenses which it has asserted in the Action.

Counsel for the parties conducted extensive settlement negotiations to achieve the settlement described herein. The settlement was reached only after the parties conducted arduous arm's-length negotiations and after the parties conducted extensive pre-trial discovery. During the course of this Action, Google produced hundreds of thousands of pages of documents, responded to multiple interrogatories, and Google employees testified at deposition. In addition, Representative Plaintiffs produced documents to Google, responded to interrogatories, and testified at deposition.

In determining to settle the Action, Representative Plaintiffs and Representative Plaintiffs' Counsel have taken into account the substantial expense and length of time necessary to prosecute the litigation through complete pretrial discovery, trial, post-trial motions and likely appeals, taking into consideration the significant uncertainties in predicting the outcome of this complex litigation. Representative Plaintiffs' Counsel believes that the settlement described herein provides substantial benefits to the Class. Based on their consideration of all of these factors, Representative Plaintiffs and Representative Plaintiffs' Counsel have concluded that it is in the best interests of the Class to settle the Action on the terms described herein, subject to the approval of the Court.

Representative Plaintiffs recognized the uncertainty and risk of the outcome of any litigation, especially complex litigation such as this, and the difficulties and risks inherent in the trial of such an action. Representative Plaintiffs desired to settle the claims of the Class against Google on the terms and conditions described herein which provide substantial and immediate benefits to the Class. Representative Plaintiffs' Counsel deems such settlement to be fair, reasonable and adequate to, and in the best interests of, the members of the Class.

Google, while continuing to deny all allegations of wrongdoing or liability, desired to settle and terminate all existing or potential claims against it without in any way acknowledging fault or liability. During the course of the litigation, Google, in addition to denying any liability, disputed that Representative Plaintiffs and the Class were damaged by any wrongful conduct on its part. The settlement provides immediate and substantial benefits to the Class and avoids the risks that liability or damages might not be proven at trial.

THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF REPRESENTATIVE PLAINTIFFS' CLAIMS OR THE DEFENSES THERETO. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATIONS OF LAW OR THAT RECOVERY COULD BE OBTAINED IN ANY AMOUNT IF THE ACTION WERE NOT SETTLED.

V. TERMS OF THE SETTLEMENT

In full and complete satisfaction of the claims which have or could have been asserted in this Action, and subject to the terms and conditions of the Stipulation, Google has paid $20,000,000 into escrow on behalf of the Class (the "Settlement Proceeds"), which has been earning interest since on or about _________, 2009. The Settlement Proceeds, which are inclusive of any Fee and Expense Award and incentive compensation award to Representative Plaintiffs, shall be distributed by Google (with respect to AdWords Credits) and the Claims Administrator in accordance with the terms of the Plan of Allocation described below.

The settlement will release Representative Plaintiffs' and Class Members' Released Claims against the Google. The Released Claims are defined as: any and all claims, demands, actions, causes of action, rights, offsets, suits, damages, lawsuits, liens, costs, losses, expenses or liabilities of any kind whatsoever, for any relief whatsoever, including monetary, injunctive or declaratory relief, or for reimbursement of attorneys' fees, costs or expenses, which the Representative Plaintiffs or any Member of the Class which were or could have been asserted based on the allegations set forth in the complaints filed by the Representative Plaintiffs in the Action, specifically including any and all claims based on a Class Member being charged more than his, her, or its Daily Budget.

Upon the Effective Date of the settlement, the Representative Plaintiffs and Class Members on behalf of themselves, their heirs, executors, administrators, successors, assigns, employees, officers, directors, attorneys, representatives, affiliates, agents, and any persons or entities they represent, shall be deemed to release and forever discharge Google from all Released Claims, and shall forever be barred and enjoined from prosecuting, commencing, instituting or asserting all or any of the Released Claims in any action or other proceeding in any court of law asserting all or any of the Released Claims in any action or other proceeding in any court of law or equity, arbitrational tribunal, administrative or other forum, whether directly, representatively, derivatively, or in any other capacity against Google.

If the settlement is approved by the Court, all claims which have or could have been asserted in the Action will be dismissed on the merits and with prejudice as to all Class Members and all Class Members shall be forever barred from prosecuting a class action or any other action raising any Released Claims against Google.

The settlement will become effective at such time as Final Judgment entered by the Court approving the settlement shall become final and not subject to appeal (the "Effective Date").

VI. PLAN OF ALLOCATION OF SETTLEMENT FUND AMONG CLASS MEMBERS

1. The $20,000,000 settlement and the interest earned thereon are the "Settlement Proceeds."

2. Upon final approval of the settlement by the Court and the satisfaction of the other conditions to the effectiveness of the Settlement, the Settlement Proceeds will be allocated under the Court's direction and supervision, as follows:

a. To pay the fees, expenses and costs of Representative Plaintiffs' Counsel as and to the extent allowed by the Court;

b. To pay an incentive compensation award to each Representative Plaintiff to the extent allowed by the Court; and

c. To pay all costs and expenses reasonably incurred in connection with the preparation and filing of tax returns and the payment of taxes on the interest earned on the Settlement Proceeds, including all taxes and tax expenses.

3. Subject to the approval by the Court of the Plan of Allocation described below, the balance of the Settlement Proceeds remaining after the payment of the foregoing fees, costs, expenses and taxes (the "Net Settlement Proceeds") shall be distributed in the form of cash or AdWords Credits as set forth below, to Class members who have not requested exclusion from the class in accordance with the instructions contained in this Notice. The following methodology shall be used to calculate the distribution to each Class member:

$$\frac{\text{(Class Member's Total Overcharges) x (Net Settlement Proceeds)}}{\text{sum total of Estimate of all Class Members' Total Overcharges}}$$

a. "Net Settlement Proceeds" means the remaining balance of the Settlement Proceeds, including all interest earned thereon, following payment of any Fee and Expense Award as allowed by the Court.

b. "17200 Overcharge" means the dollar amount that a Class Member, who signed up for AdWords between June 1, 2005 and February 28, 2009, was charged by Google in excess of his, her, or its per day Daily Budget, the first month such overcharge occurred.

c. "Overcharge" means to charge an AdWords Advertiser more than his, her, or its per day Daily Budget on any given day.

d. "Pausing Overcharge" means the dollar amount that Google charged a Class Member, who paused his, her, or its campaign for any amount of time in a billing period, in excess of the product of the Class Member's per day Daily Budget times the number of days that the campaign was not paused during the same billing period, at any time during the period between January 1, 2002 and February 28, 2009, inclusive.

e. "Total Overcharges" means, for each Class Member, the sum of his, her, or its 17200 Overcharges and Pausing Overcharges, less any Overcharges that are duplicative of the Pausing Overcharges.

f. For each Class Member who has a balance due on his, her, or its AdWords account as of the Class Member Distribution Calculation Date that is equal to or greater than that Class Member's Distribution (defined as "Active AdWords Advertisers"), Google will issue AdWords Credits in the amount of such Class Member's Distribution within ten business days of the Class Member Distribution Calculation Date. At the time of distribution, Google will notify each Class Member who is an Active AdWords Advertiser who has a balance due on his, her, or its AdWords account as of the Class Member Distribution Calculation Date that is less than such Class Member's Distribution that they may elect to receive cash in lieu of AdWords Credits by contacting Google via email. To make such an election, the Active AdWords Advertiser must notify Google's Counsel on or before ___________________ via email or in writing, including the following information: (1) name of Class Member; (2) AdWords account(s) number; (3) email address associated with AdWords account; (4) mailing address. The request must be emailed to Google at the following email address: _______________, or sent to Google's Counsel at the following address:

Daralyn Durie, Esq.
Durie Tangri Lemley Roberts & Kent
332 Pine Street, Suite 200
San Francisco, CA 94104

Each Active AdWords Advertiser who makes such an election before the designated deadline shall receive that portion of the Class Member's Distribution that is in excess of the balance due on his, her, or its AdWords account in cash.

g. The Claims Administrator will issue checks to all Class Members who are not Active AdWords Advertisers, in the amount of each Class Member's Distribution. To the extent, at the conclusion of efforts to make distributions to Class Members, there remains any undistributed portion of the Net Settlement Proceeds, it shall be disposed of pursuant to the instructions of Representative Plaintiffs' Counsel, with approval of the Court. Under no circumstances shall the Net Settlement Proceeds, or any portion thereof, be paid or otherwise revert to Google following the Effective Date of the Settlement.

h. The computation of each Class Member's Distribution shall be made by Google, and the data supporting such computation shall be supplied to the Claims Administrator. Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Class Members. No Person shall have any claim against Representative Plaintiffs' Counsel, the Claims Administrator or other agent designated by Representative Plaintiffs' Counsel, Google, or Google's Counsel based on the distributions made substantially in accordance with the Settlement Agreement, the Plan of Allocation, or further orders of the Court.

4. If the proposed Settlement is approved by the Court, the Court will enter a final judgment (the "Judgment") which will:

a. Dismiss the Litigation against Google with prejudice, and without costs;

b. Adjudge that Representative Plaintiffs and each Class Member, except those members of the Class who have previously timely and validly requested exclusion from the

Class, shall be deemed conclusively to have released the Released Claims (as described above) against Google. Notwithstanding that Representative Plaintiffs or any Class Member may hereafter discover facts in addition to or different from those which Representative Plaintiffs and Class Members now know or believe to be true with respect to the Litigation and Released Claims or to the subject matter of the release, plaintiffs and each Class Member shall be deemed, upon the Effective Date of the Settlement, to fully, finally and forever settle and release any and all Released Claims as against Google;

c. Bar and permanently enjoin Representative Plaintiffs and each Class Member, except those members of the Class who have timely and validly requested exclusion from the Class, from prosecuting any Released Claims against Google; and

d. Reserve jurisdiction, without affecting the finality of the Judgment entered, over:

(i) Implementation of the Settlement and any award or distribution of the Settlement Proceeds, including interest thereon;

(ii) Disposition of the Settlement Proceeds;

(iii) Hearing and determining Representative Plaintiffs' Counsel's applications for attorneys' fees, costs, interest, and expenses (including fees and costs of experts and consultants) and for an incentive compensation award for Representative Plaintiffs;

(iv) Enforcing and administering the Settlement, including any releases given in connection therewith; and

(v) Other matters related to the foregoing.

VII. RIGHTS OF CLASS MEMBERS

The Court has certified this action to proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure. If you are not a Reseller, you are a member of the Class if: you reside in the United States, have paid Google for advertising pursuant to Google's

AdWords program and either (a) became an AdWords advertiser between June 1, 2005 and February 28, 2009, inclusive, and were charged more than your per day Daily Budget on any day during that time period; or (b) paused your AdWords advertising campaign on any day during the period from January 1, 2002 to February 28, 2009, inclusive, and during the same billing period when your AdWords advertising campaign was paused, were charged more than the product of your per day Daily Budget times the number of days that your AdWords advertising campaign was not paused during that billing period. Class members have the following options:

A. If you wish to remain a member of the Class, you may share in the proceeds of the Settlement. Class Members will be represented by Representative Plaintiffs and Representative Plaintiffs' Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file an appearance on your behalf on or before ____________________________, 2009, and must serve copies of such appearance on the attorneys listed below.

B. If you do not wish to remain a member of the Class, you may exclude yourself from the Class by following the instructions below. Persons who exclude themselves from the Class will NOT receive any share of the Settlement Proceeds and will NOT be bound by the Settlement.

C. If you object to the Settlement, the Plan of Allocation, or to Representative Plaintiffs' Counsel's application for attorney's fees and expenses and for an incentive compensation award for Representative Plaintiffs, and if you do not exclude yourself from the Class, you may present your objections by following the instructions below.

VIII. EXCLUSION FROM THE CLASS AND SETTLEMENT

Each member of the class shall be bound by all determinations and judgments in this Action concerning the Settlement, whether favorable or unfavorable, unless such person files a written request for exclusion by first-class mail so that it is actually received by the Claims Administrator on or before _______________________. Your rights against Google will be affected by this Settlement.

To be effective, any request for exclusion from the Class must be in writing and must include the name, email address, AdWords account number, and mailing address of the person seeking to opt out, the dates that the person was an AdWords Advertiser, and a statement that the person wishes to be excluded from the Class, and must be signed by or on behalf of the person so requesting exclusion and sent via first-class mail to:

CLRB Hanson LLC et al. v. Google Class Action Settlement
c/o Gilardi & Co., LLC
P.O. Box 990
Corte Madera, California 94976

IX. SETTLEMENT HEARING

At the Settlement Hearing, the Court will determine whether to finally approve this Settlement and dismiss the Action and the claims of Representative Plaintiffs and the Class. The Settlement Hearing may be adjourned from time to time by the Court without further written notice to the Class.

At the Settlement Hearing, any Class member who has not filed a proper request for exclusion from the Class may appear in person or by counsel and be heard to the extent allowed by the Court in opposition to the fairness, reasonableness and adequacy of the Settlement, the Plan of Distribution, or the application of Representative Plaintiffs' Counsel for an award of attorney's fees and expenses and for an incentive compensation award to Representative Plaintiffs, *provided, however,* that in no event shall any person or entity be heard in opposition to the Settlement, the Plan of Distribution, or Representative Plaintiffs' Counsel's application for attorney's fees and expenses and for an incentive compensation award to Representative Plaintiffs, and in no event shall any paper or brief submitted by any such person be accepted or considered by the Court, unless, the objection is filed with the Court and served on Representative Plaintiffs' Counsel and Google's Counsel so that it is received no later than ________________. Any such objection shall include all briefs or other papers to be considered by the Court, and must include the name and address of the person and the dates that the person was an AdWords Advertiser, and must be served to Representative Plaintiffs Counsel at the following addresses:

LESTER L. LEVY
WOLF POPPER LLP
845 Third Avenue
New York, NY 10022

RACHEL S. BLACK
SUSMAN GODFREY L.L.P.
1201 Third Avenue, Suite 3800
Seattle, WA 98101

and upon counsel for Google:

DARALYN DURIE
Durie Tangri Lemley Roberts & Kent
332 Pine Street, Suite 200
San Francisco, CA 94104

and said objections, papers and briefs must be filed with the Clerk of the Court, showing due proof of service upon Representative Plaintiffs' Counsel and counsel for Google.

X. ATTORNEY'S FEES AND EXPENSES

At the Settlement Hearing, or at such other time as the Court may direct, Representative Plaintiffs' Counsel will apply to the Court for an award of attorney's fees from the Settlement Proceeds in an amount not exceeding $5,000,000, plus a proportionate share of the interest earned on the Settlement Proceeds, and for reimbursement of their costs and expenses, not to exceed $250,000; and for a incentive compensation award to the two Representative Plaintiffs, not to exceed $20,000 each. Representative Plaintiffs' Counsel, without further notice to the Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering this Settlement and distributing the Settlement proceeds to the members of the Class.

XI. FURTHER INFORMATION

For a more detailed statement of the matters involved in this Action, reference is made to the pleadings, to the Settlement Agreement, to the Orders entered by the Court and to the other papers filed in the Action, which may be inspected at the Office of the Clerk of the United States District Court for the Northern District of California, San Jose Division, United States Courthouse, 280 South 1st Street, San Jose, California, 95113, during regular business hours.

ALL INQUIRIES CONCERNING THIS NOTICE OR THE PROOF OF CLAIM FORM BY

CLASS MEMBERS SHOULD BE MADE TO THE CLAIMS ADMINISTRATOR. PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

Dated: ___________________, 2009

____
James W. Ware
UNITED STATES DISTRICT JUDGE

EXHIBIT 2
To
Proposed Order
Granting Preliminary
Approval

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

CLRB HANSON INDUSTRIES, LLC d/b/a INDUSTRIAL PRINTING, and HOWARD STERN, on behalf of themselves and all others similarly situated, Plaintiffs, vs. GOOGLE, INC., Defendant.	Case No. C 05-03649 JW PVT

SUMMARY NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF CLASS ACTION AND SETTLEMENT HEARING

TO: ALL PERSONS OR ENTITIES RESIDING IN THE UNITED STATES WHO HAVE PAID GOOGLE FOR ADVERTISING PURSUANT TO GOOGLE'S ADWORDS PROGRAM WHO (A) BECAME ADWORDS ADVERTISERS BETWEEN JUNE 1, 2005 AND FEBRUARY 28, 2009, INCLUSIVE, AND WHO WERE CHARGED MORE THAN THEIR PER DAY DAILY BUDGET ON ANY DAY DURING THAT TIME PERIOD; OR (B) PAUSED THEIR ADWORDS ADVERTISING CAMPAIGNS ON ANY DAY DURING THE PERIOD FROM JANUARY 1, 2002 TO FEBRUARY 28, 2009, INCLUSIVE, AND DURING THE SAME BILLING PERIOD WHEN THEIR ADWORDS ADVERTISING CAMPAIGNS WERE PAUSED, WERE CHARGED MORE THAN THE PRODUCT OF THEIR PER DAY DAILY BUDGET TIMES THE NUMBER OF DAYS THAT SUCH CLASS MEMBERS' ADVERTISING CAMPAIGNS WERE NOT PAUSED DURING THAT BILLING PERIOD

This Summary Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California (the "Court"), dated ____________________, 2009. The purpose of this Notice is to inform you of the pendency of the above-entitled class action (the "Action") against Google Inc. and the proposed settlement that has been reached between plaintiffs and Google, pursuant to which a settlement fund in the amount of $20,000,000 has been established for the benefit of the Class.

The proposed settlement resolves all claims which were asserted or could have been asserted against Google in the Action.

A hearing ("Settlement Hearing") will be held by the Court on _______________, 2009, at ___ __.m., at the United States Courthouse, 280 South 1st Street, San Jose, California 95113. The purpose of the Settlement Hearing will be, among other things, (1) to determine whether the proposed settlement is fair, reasonable and adequate to the Class and should be approved and, therefore, whether the Action should be dismissed on the merits and with prejudice, and (2) to consider the reasonableness of an application by plaintiffs' counsel for payment of attorney's fees and reimbursement of costs and expenses incurred in connection with the Action and for an incentive compensation award to Representative Plaintiffs.

If you are an AdWords customer who falls within the description of the Class described above and are not otherwise excluded from the Class, and do not file a written request for exclusion by first-class mail so that it is actually received by the Claims Administrator on or before _______________________, you are a Class Member. Your rights against Google will be affected by this Settlement.

Any request for exclusion from the Class must be in writing and must include the name, email address, AdWords account number, and mailing address of the person or entity requesting exclusion, the dates that the person or entity was an AdWords advertiser, and a statement that such person or entity wishes to request exclusion from the Class, and must be signed by or on behalf of the person or entity so requesting exclusion and sent to the Claims Administrator via first-class mail to:

CLRB Hanson LLC et al. v. Google Class Action Settlement
c/o Gilardi & Co., LLC
P.O. Box 990
Corte Madera, California 94976

Any member of the Class who has not requested exclusion from the Class may appear at the Settlement Hearing to show cause (1) why the proposed settlement should or should not be approved as fair, reasonable and adequate; (2) why a judgment should or should not be entered thereon; (3) why the proposed Plan of Allocation of the settlement proceeds should not be approved; or (4) why the fee and expense application of plaintiffs' counsel and incentive compensation award to Representative Plaintiffs should or should not be approved; provided, however, that no member of the Class shall be heard or entitled to contest the approval of the settlement, the fee and expense application, or the incentive compensation award unless on or before _________________, 2009, such Class Member has served by hand or by first-class mail written statements or objections and copies of all other papers upon Representative Plaintiffs' Counsel:

LESTER L. LEVY
WOLF POPPER LLP
845 Third Avenue
New York, NY 10022

RACHEL S. BLACK
SUSMAN GODFREY L.L.P.
1201 Third Avenue, Suite 3800
Seattle, WA 98101

and counsel for Google:

DARALYN DURIE
Durie Tangri Lemley Roberts & Kent
332 Pine Street, Suite 200
San Francisco, CA 94104

and has filed said objections, papers and briefs, showing due proof of service upon the foregoing counsel with the Clerk of the Court.

PLEASE DO NOT CONTACT THE COURT
OR THE CLERK'S OFFICE FOR INFORMATION.

This is only a summary notice. The full notice may be accessed at www.[name of website]

Dated: ___________________, 2009 ____________________________________

James W. Ware
UNITED STATES DISTRICT JUDGE

EXHIBIT B
To
Settlement Agreement
and Release

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

CLRB HANSON INDUSTRIES, LLC d/b/a INDUSTRIAL PRINTING, and HOWARD STERN, on behalf of themselves and all others similarly situated, Plaintiffs, vs. GOOGLE, INC., Defendant.	Case No. C 05-03649 JW PVT **[PROPOSED] FINAL JUDGMENT** Hearing: _______________, 2009 Time: Dept.: Courtroom 8 Judge: Hon. James W. Ware

This matter came before the Court for hearing on the application of the Parties for approval of the settlement set forth in the Settlement Agreement and Release ("Agreement"), dated as of March ___, 2009. Due and adequate notice having been given to the Class as required by prior Order of this Court, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court, for purposes of this Order, adopts the definitions set forth in the Agreement.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Class.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and by prior Order of this Court, the Class has been certified, defined as set forth in the Agreement. Excluded from the Class are Resellers, as defined in the Agreement, and those who validly requested to be excluded from the Class pursuant to paragraph 3.4 of the Agreement (the names of which are attached hereto as Exhibit A).

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the settlement set forth in the Settlement Agreement and finds that said settlement is, in all respects, fair, just, reasonable and adequate to the Class, and in the best interests of the Class.

5. The Action and all claims contained therein, as well as all of the Released Claims, are dismissed with prejudice as to plaintiffs and all Class Members and as against Google.

6. The Court finds that the Agreement, and the terms of the settlement set forth therein, is fair, just, reasonable and adequate to the Class, and that the Agreement, and the terms of the settlement set forth therein, are hereby finally approved in all respects and the Parties are hereby directed to perform its terms.

7. Upon this Final Judgment becoming final, all Class Members, on behalf of themselves, and their respective heirs, executors, administrators, successors, assigns, employees, officers, directors, attorneys, representatives, affiliates, agents, and any persons or entities they represent, shall be deemed to release and forever discharge Google from all Released Claims, and shall forever be barred and enjoined from prosecuting, commencing, instituting or asserting all or any of the Released Claims in any action or other proceeding in any court of law or equity, arbitrational tribunal, administrative or other forum, whether directly, representatively, derivatively, or in any other capacity against Google, and Google shall be deemed to have, and by operation of this Judgment shall have

fully, finally, and forever released the Representative Plaintiffs from all claims that Google has or may have against them, their affiliates, employees, or members as of February 28, 2009.

8. All Members of the Class are hereby forever barred and enjoined from prosecuting the Released Claims against Google.

9. Upon this Final Judgment becoming final, Google shall be deemed to have, and by operation of this Final Judgment shall have fully, finally and forever released, relinquished and discharged each and all of Representative Plaintiffs, Class Members, and Representative Plaintiffs' Counsel from all claims — known and unknown — arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Action or the Released Claims.

10. As set forth in the Court's prior Order, the notice given to the Class was the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the certification of the Class, and the proposed settlement set forth in the Agreement to all persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rules of Civil Procedure 23 and due process.

11. Neither the Agreement nor the terms of the settlement set forth therein, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Google, or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Google in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal, except in a proceeding to approve, enforce, or otherwise effectuate the settlement set forth in the Agreement (or any agreement or order relating thereto). Google may file the Agreement and the Final Judgment entered thereon in any other action that may be brought against it in order to support a defense or counterclaim

based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12. The Court finds that each party to the Action, together with their respective counsel, have complied throughout the Action with the requirements of Rule 11(b) of the Federal Rules of Civil Procedure.

13. In the event that the settlement set forth in the Agreement does not become effective in accordance with the terms of the Final Agreement, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the terms of the Agreement and shall be vacated, and in such event, all releases delivered or given in connection herewith shall be null and void to the extent provided by and in accordance with the terms of the Agreement.

14. Without affecting the finality of this Final Judgment in any way, this Court hereby retains continuing jurisdiction over the Settlement Proceeds and the Parties for purposes of (a) implementing and effectuating the Agreement; and (b) construing, enforcing and administering the Agreement, including the distribution of the Settlement Proceeds to Authorized Claimants.

Dated: ____________________, 2009

____
James W. Ware
UNITED STATES DISTRICT JUDGE